MEMORANDUM OF UNDERSTANDING BETWEEN GODDARD SPACE FLIGHT CENTER, WALLOPS FLIGHT FACILITY

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AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 1923

This Memorandum Of Understanding (MOU) is entered into, by and between, Goddard Space Flight Center (GSFC), Wallops Flight Facility (WFF) ("Employer" or "Agency") and the American Federation of Government Employees (AFGE), Local 1923 ("Union"), also referred to as the parties. This MOU documents the parties' understanding of the Work Schedule Policy at GSFC, WFF.

The parties hereby supplement Article 6, *Basic Workweek and Hours of Duty*, of the current Collective Bargaining Agreement (CBA) (http://ohcm.gsfc.nasa.gov/Labor_Relations/AFGE/afgeart6.htm) as follows:

- 1. The core hours identified in Article 6 of the current CBA will no longer apply. There will no longer be core hours associated with any AWS.
- 2. The 40-hour Flexible Work Schedule (FWS) known as Flexitour will be 8 hours per day Monday through Saturday within the 24-hour day.
- 3. AFGE Bargaining Unit Employees may request a variety of work schedules such as a 5/4-9 or 4-10 Alternative Work Schedule (AWS). The basic work schedule of a 4-10 will consist of four (4) ten (10) hour workdays and one day off in every 40-hour period. A variety of AWS' may be established as these are two examples. Others may be established in accordance with the parameters established by the Center's existing work schedule policy, currently known as GPR 3600.1C, dated 10/12/2012.
- 4. The FWS known as Maxiflex will be 80 hours of work within a pay period. The hours per work week are 30 hours minimum, 50 hours maximum, Monday through Saturday. The maximum regularly scheduled work hours for any given work day will be 12 hours and no more than 3 consecutive 12-hour work days.
- 5. A work schedule may include a maximum of two regularly scheduled, uncompensated breaks in the workday (i.e. lunch and a break for other employee needs). An employee's arrival/departure times shall reflect the amount of time taken for these uncompensated breaks. For example, a 30-minute lunch and a subsequent 2-hour break within a 9-hour workday could occur between the arrival/departure times of 7:00 a.m. and 6:30 p.m.

A second break or a break for purposes other than lunch may be a part of the FWS. This break is an option that can be requested by an employee as a part of the FWS.

Although like other scheduling options, this break is subject to supervisory approval, a supervisor shall not require such a break in an employee's schedule. A possible application of such a break may be for an employee to leave the worksite to attend to personal needs such as an appointment or brief period of family member care followed by a pre-scheduled completion of the day's work hours in a telework arrangement.

6. Lunch:

- a) There is no minimum or maximum length of time for lunch but the length of the lunch breaks are a part of the pre-approved work schedule, including commensurate arrival/departure times. The specific hour of the day that lunch is taken does not need to be pre-approved unless warranted by the needs of the organization.
- b) An employee who does not take a break for lunch may request a work schedule that does not include a lunch break. This is an option only for employees who do not stop their work in order to eat lunch. Leaving the office to obtain food to be eaten in the office is considered a break for lunch. Although an employee may request this option, a supervisor shall not require an employee on an FWS to forego a minimum lunch break of 30 minutes.

Where there is a conflict between a term or condition within the Center's work schedule policy in existence at the time of this MOU (i.e. GPR 3600.1C), and a term or condition within Article 6, *Basic Workweek and Hours of Duty*, of the current CBA between the parties, the term or condition providing the greater personal benefit to the employee supersedes.

This MOU may be reopened for amendment or change at any time by mutual agreement of the Union and management. Otherwise, this MOU shall remain in full force and effect.

This MOU does not affect any other provisions in the CBA.

This MOU shall be distributed to bargaining unit employees within three (3) working days from the date of signing by both parties.

FOR AGENCY:

FOR AFGE LOCAL 1923:

Coc Linda J. Ledman

Labor Relations Officer

GSFC

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Ben Robbins

Vice President

AFGE, Local 1923

6-21-13

DATE